

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS AUGUST 11, 2015 1:30 P.M.

CONSENT AGENDA

- * Approval of minutes – August 4, 2015
- * Confirmation of committee appointments

Joseph Brown would be appointed to the Parks and Recreation Advisory Committee. The term would commence August 11, 2015 and expire August 10, 2017. (Councilmember Robin Mouton)

Joris P. Colbert would be appointed to the Planning and Zoning Commission. The term would commence August 11, 2015 and expire August 10, 2017. (Councilmember Robin Mouton)

Ava Graves would be appointed to the Planning and Zoning Commission. The term would commence August 11, 2015 and expire August 10, 2018. (Councilmember Gethrel Williams-Wright)

Paula Blazek would be reappointed to the Historic Landmark Commission. The current term would expire July 23, 2017. (Councilmember W. L. Pate, Jr.)

- A) Authorize the City Attorney to bring suit against Gustavia Joseph a/k/a Gustavia Joseph Turner, Terry L. Brooks, and Charlotta T. Broussard to compel them to comply with the City's Health and Safety Codes
- B) Authorize the City Attorney to bring suit against Joe Marcus Mejia to compel him to comply with the City's Health and Safety Codes
- C) Authorize the City Manager to execute an agreement with Lamar University for the placement of fiber optic cable in public right-of-way
- D) Authorize the City Manager to enter into a contract with Triangle Aids Network for the Continuum of Care (CoC) Grant from the Department of Housing and Urban Development

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following appointments be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Joseph Brown	Parks & Recreation Advisory Committee	08/11/2015	08/10/2017
Joris P. Colbert	Planning and Zoning Commission	08/11/2015	08/10/2017
Ava Graves	Planning and Zoning Commission	08/11/2015	08/10/2018

; and,

THAT the following reappointment be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Paula Blazek	Historic Landmark Commission	08/11/2015	07/23/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of
August, 2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Attorney to bring suit against Gustavia Joseph a/k/a Gustavia Joseph Turner, Terry L. Brooks, and Charlotta T. Broussard to compel them to comply with the City's Health and Safety Codes.

BACKGROUND

Ms. Joseph a/k/a Ms. Turner, Mr. Brooks, and Ms. Broussard own the residence located at 1667 Avenue G. They have accumulated trash on their property that violates the City's health and safety ordinances. Ms. Joseph a/k/a Ms. Turner, Mr. Brooks, and Ms. Broussard have been ticketed for violating the City's ordinances and received notice of the proposed lawsuit. However, they have refused to clean up their property. The City Attorney's Office will seek authorization from the Court to clean Ms. Joseph a/k/a/ Ms. Turner, Mr. Brooks, and Ms. Broussard's property and, if they do not pay the costs of the clean-up, place a lien on their property.

FUNDING SOURCE

Liability Trust Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Attorney is hereby authorized to file and prosecute a lawsuit against Ms. Gustavia Joseph a/k/a Ms. Gustavia Joseph Turner, Mr. Terry L. Brooks, and Ms. Charlotta T. Broussard to compel compliance with the City's Health and Safety Codes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

— TEXAS —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Attorney to bring suit against Joe Marcus Mejia to compel him to comply with the City's Health and Safety Codes.

BACKGROUND

Mr. Mejia owns the residence located at 590 W. Irvy. He has accumulated trash on his property that violates the City's health and safety ordinances. Mr. Mejia has been ticketed for violating the City's ordinances and received notice of the proposed lawsuit. However, he has refused to clean up his property. The City Attorney's Office will seek authorization from the Court to clean Mr. Mejia's property and, if he does not pay the costs of the clean-up, place a lien on his property.

FUNDING SOURCE

Liability Trust Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Attorney is hereby authorized to file and prosecute a lawsuit against Mr. Joe Marcus Mejia to compel compliance with the City's Health and Safety Codes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an agreement with Lamar University for the placement of fiber optic cable in public right-of-way.

BACKGROUND

Lamar University is requesting to route 81.25 feet of fiber optic cable across Rolfe Christopher Drive, a public right-of-way. The fiber optic cable will service the New Administration and Honors Building located at 5090 Rolfe Christopher Drive.

FUNDING SOURCE

Lamar University will pay the City of Beaumont an initial application fee of \$500.00 and an annual fee of \$142.19 (\$1.75 per linear foot).

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an agreement with Lamar University for the placement of 81.25 linear feet of fiber optic cable in the public right-of-way across Rolfe Christopher Drive to their newly constructed Administration and Honors building located at 5090 Rolfe Christopher Drive for an initial application fee of \$500, an inspection fee of \$500.00, and an annual fee of \$1.75 per linear foot wherein said parties shall confer and negotiate in good faith on a new annual fee rate on or before January 1, 2020, to become effective January 1, 2021 and every ten (10) years thereafter. The agreement is substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

PUBLIC RIGHT-OF-WAY USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Lamar University desires to use certain public right-of-way within the City of Beaumont for the purposes set forth below; and,

WHEREAS, it is the position of the City of Beaumont that Lamar University must obtain a license in order to use the public right-of-way; and,

WHEREAS, the City Council of the City of Beaumont has determined that it is appropriate to make the following agreement with Lamar University; and,

NOW, THEREFOR;

The City of Beaumont, hereinafter called "City" for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, hereby agrees with (Lamar University that Lamar University) may lay, maintain, operate, replace or remove a fiber optic communication system (the "system") for the transportation of communications in, on, under or across the streets, alleyways and easements set forth in Exhibit "A" and situated in the City of Beaumont, Jefferson County, Texas, as more specifically set out herein and subject to the following conditions:

- (a) The system shall be installed in such a manner as has been approved by the City Engineer and/or the Texas Department of Transportation, if applicable, so that the finished installation shall, in no way, interfere with the use of the public streets and alleys by the public. Permits shall be obtained by (Company Name or Company Name) contractor from the Public Works Department of the City prior to any installation, maintenance or removal requiring excavation.

- (b) The system shall be buried at a depth of no less than thirty (30) inches unless otherwise authorized by the City Engineer and/or the Texas Department of Transportation, if applicable. The system is to be installed a minimum of thirty-six inches (36") below the existing flow line of the adjacent drainage ditch, when crossing or placed in said ditch. Lamar University will notify the Public Works Department of the City of Beaumont prior to installation of the system under this agreement, and shall obtain City permits at a cost not to exceed a one-time charge of Ten Dollars (\$10) plus Five Dollars (\$5) for each day of construction.
- (c) The installation and operation of the system shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, water lines, or other facilities.
- (d) The system shall be installed in such a manner as to provide a twelve (12) inch vertical clearance and a thirty-six (36) inch horizontal clearance with existing water or sanitary sewer lines.

All excavations within the right-of-way shall be backfilled in accordance with City Standards. All surplus material shall be removed from the right-of-way.

- (f) Excavations necessary for the installation, repair or maintenance of the system shall be performed in such a manner as will cause the least inconvenience to the public and Lamar University shall promptly restore to as good a condition as before and to the reasonable satisfaction of the City Engineer and/or the Texas Department of Transportation, all streets, alleys, or easements, excavated by it.
- (g) The system will be installed in accordance with the drawings approved by the City and to the specifications which set out the specific location, depth, method of construction, etc., of the installation.
- (h) Construction along roadways shall be performed in such a manner that excavated materials shall create the minimum hazard and obstruction. All property where operations are performed will be restored to original condition or better. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of the system.

- (i) Any installation which takes place in, on, under, above, or across property which is not owned by the City or not a City easement or right-of-way shall require additional permission by the owner(s) of the property involved. Approval of this license agreement excludes permission to do any installation on property which is not owned by the City of Beaumont.
- (j) Barricades, warning signs, lights, and flagmen will be provided and installed in accordance with the Texas Manual of Uniform Traffic Control Devices (current edition) by Lamar University contractor when, in the opinion of the City Engineers, such is necessary for the safe installation of the system. Lamar University or its contractor will provide supervision of the work which is knowledgeable in the standards referred to above. Nothing herein is to be construed as prohibiting the use by Lamar University or its contractor of additional barricades, warning signs and lights or flagmen as be necessary. In the event Lamar University or its contractor does not comply with the barricading standards, the City Engineer may order Lamar University and its contractor to stop work; but only until compliance is achieved.
- (k) City reserves the right to lay and to permit to be laid sewer, gas, water and other pipes and cables, and to do or permit to be done any municipal underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any of said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Lamar University for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Lamar University rights to recover damages against any contractor or third party who may be responsible for damages to Lamar University facilities.
- (l) If the City requires Lamar University to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other underground or aboveground structure owned by the City, on alternative right-of-way provided by the City, Lamar University shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City at no additional charge to Lamar University. If these requirements impose a financial hardship on Lamar University, Lamar University shall have the right to present alternative proposals for the City's consideration. If the City requires Lamar University to remove, alter, change, adapt or conform its facilities to enable any other corporation or person, except the City, to

use, or to use with greater convenience, any public right-of-way, Lamar University shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse Lamar University for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of Lamar University facilities; provided, however, the City shall never be liable for such reimbursements.

- (m) Lamar University shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the installation, maintenance, operation, repair or removal of the system by Lamar University, except to the extent arising from the sole negligence, or wanton conduct or gross negligence of the City of Beaumont, its employees or agents. Neither party shall be liable to the other for any consequential, special, or indirect damage hereunder.
- (n) If the system or any part thereof installed by Lamar University shall be in any respect damaged or injured by the City or any public entity in connection with any construction or maintenance of any public facility, Lamar University) shall not be entitled to prosecute or maintain a claim against the City or such public agency unless such damage is occasioned by the City or such public agencies wanton conduct or gross negligence. However, nothing contained in this paragraph shall prevent Lamar University from prosecuting or maintaining a claim against a private contractor employed by the City or such entity.
- (o) Recovery by Lamar University for damages that occur to Lamar University facilities, as a result of an adjoining residential homeowner's attempt to construct improvements to his frontage shall be limited to actual damages only and no loss of revenue as damages. Any additional cost shall be borne by Lamar University.
- (p) The system shall be maintained and operated in such a manner as to cause no damage to public facilities. Damage to public facilities occasioned by such maintenance and operation shall be at Lamar University expense. Such damages shall be limited to actual damages and no loss of revenue damages.
- (q) Lamar University contractors shall furnish the City with a certificate of insurance issued by an insurer acceptable to the City showing that the permittee has in force, and will maintain in force during the construction of

the system, liability insurance of not less than \$1,000,000 for any one accident and property damage insurance of not less than \$1,000,000, or to applicable City insurance requirements, at the time of such construction. Such insurance shall be maintained in force during the life of the project and no modifications or change of insurance coverage and provisions shall be made without ten (10) days written advance notice to the City.

- (r) Lamar University shall make payment to the City of Beaumont as follows:
 - initial agreement fee of \$500.00, payable upon execution of this agreement;
 - annual fee of \$1.75 per linear foot in the City right-of-way which sums shall be upon execution of agreement and each year thereafter. Said parties shall confer and negotiate in good faith on a new rate on or before January 1, 2020, to become effective January 1, 2021, and shall confer and negotiate on a new rate every ten (10) years thereafter.
 - inspection, engineering and other costs during the period of initial construction in the amount of \$500.00, payable upon receipt of invoice.
- (s) Actual expenses of inspection incurred by the City in connection with maintenance of the system by Lamar University (except as provided in Paragraph k) shall be reimbursed to the City by Lamar University upon written request therefore, which shall include evidence of such costs.
- (t) Lamar University agrees that it shall mark the location of its system within forty-eight (48) hours after receipt of notification of proposed construction. Lamar University maintains a toll-free telephone number to be called for location of the system. Should Lamar University fail to locate the system for the City within forty-eight (48) hours of request duly acknowledged, Lamar University shall pay a late charge of Five Hundred Dollars (\$500) per day. In the event of a dispute concerning notice, Lamar University audio tape of telephone messages shall provide proof of notification, which tapes will be made available upon request. Alternatively, notice may be shown by delivery of a certified letter to Lamar University.
- (u) Lamar University, at no cost to the City, shall keep in the City and make available upon request, complete "as built" drawings clearly showing locations and depth of all facilities. Such drawings shall be provided to the City within sixty (60) days after completion of the project.

- (v) This agreement may not be assigned by Lamar University to any other company or legal entity without the prior written approval by the City of Beaumont's Public Works Director, except that Lamar University may assign its rights and obligations under this agreement to Lamar University parent, subsidiary, affiliate or successor entity without such consent, so long as the parent, subsidiary, affiliate or successor (1) assumes all obligations of Lamar University under this agreement; and (2) is bound to the same extent as Lamar University, and (3) the City is notified of the assignment within sixty (60) days and is furnished a written document within which the assignee assumes all obligations under this license.
- (w) Should any other company or legal entity, other than Lamar University or Lamar University parent, subsidiary, affiliate or successor as authorized in section (v), use the system installed under this agreement under the rights granted herein without notification of the City of Beaumont's Public Works Director, such use shall be a violation of this agreement and Lamar University will cease all use of the system and the City may take steps necessary to enforce a cancellation of this agreement, including removal of some portion or all of the system upon thirty (30) days written notice to Lamar University.

The City shall give Lamar University written notice of any violation of this agreement. If Lamar University fails to correct such violation within sixty (60) days of such notice, this agreement shall be immediately terminated upon said sixtieth day. Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont
Public Works Department
PO Box 3827
Beaumont, Texas 77704
(409) 880-3725

Lamar University
Facilities Management
P.O. Box 10016
Beaumont, TX 77710
(409) 880-8108

NOTICE PURSUANT TO THIS CONTRACT SHALL BE GIVEN TO THE ABOVE NOTED PERSONS AT THE DESIGNATED ADDRESS AS FOLLOW:

The above-stated addresses may be changed to such addresses as the parties may from time to time

designate by written notice. Commencement of work on the fiber optic system by Lamar University after the date of this agreement shall be construed as evidence of Lamar University acceptance and approval of the conditions above set forth.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

This agreement embodies the entire agreement between the parties hereto and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein. This agreement may be amended or supplemented only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this day of _____, 2015.

THE CITY OF BEAUMONT

By: _____
Kyle Hayes, City Manager

ATTEST:

City Clerk

LAMAR UNIVERSITY

By: W. Mike Spears
W. Mike Spears, Director of Contract Mgt.

ATTEST:

Diane Hubschman

EXHIBIT "A"

Lamar University

Fiber Optic Installation

81.25

Total Linear Feet

REVISION HISTORY

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	06/11/2011	ISSUED FOR PERMIT	[Redacted]	[Redacted]
2	06/11/2011	REVISION 1	[Redacted]	[Redacted]



TELECOM SITE PLAN

DATE	06/11/2011	PROJECT NO.	1123-12
PROJECT NAME	NEW ADMINISTRATION & HONORS BLDG.	PROJECT LOCATION	5090 ROSE CHRISTOPHER DRIVE, BEAUMONT, TX 77705
PROJECT NO.	1123-12	PROJECT DESCRIPTION	NEW ADMINISTRATION & HONORS BLDG.

T-003

GENERAL NOTES:

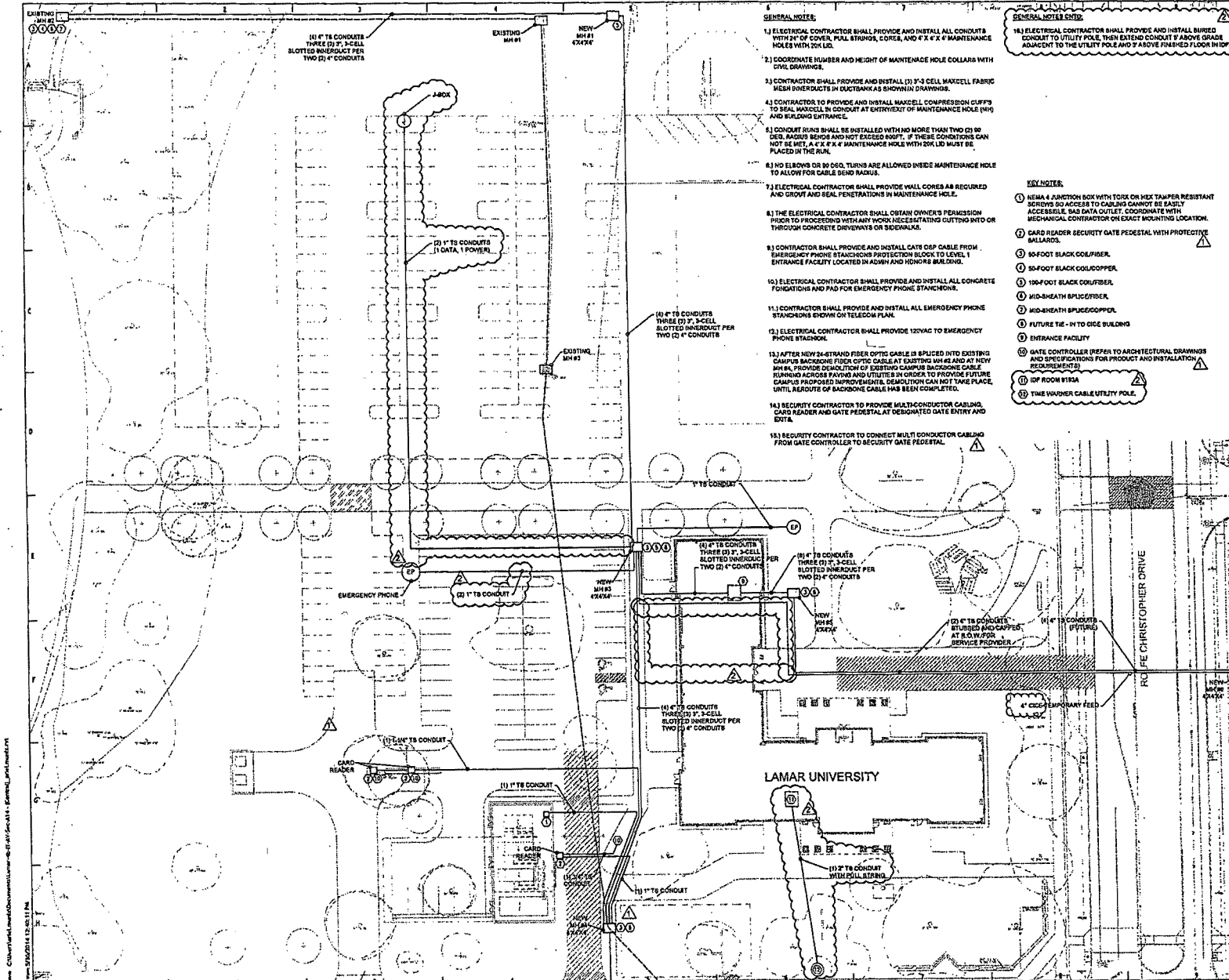
- 1.1 ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUITS WITH 2" OF COVER. PULL STRONG, CORER, AND 4" X 4" X 4" MAINTENANCE HOLES WITH 20" LID.
- 2.1 COORDINATE NUMBER AND HEIGHT OF MAINTENANCE HOLE COLLARS WITH CIVIL DRAWINGS.
- 3.1 CONTRACTOR SHALL PROVIDE AND INSTALL (3) 3" X 3" CELL MAXCELL FABRIC MESH BINDERDUTS IN DUCTBANKS AS SHOWN IN DRAWINGS.
- 4.1 CONTRACTOR TO PROVIDE AND INSTALL MAXCELL COMPRESSION CLIPS TO SEAL MAXCELL IN CONDUIT AT EXTREMITIES OF MAINTENANCE HOLE (HM) AND BUILDING ENTRANCE.
- 5.1 CONDUIT RUNS SHALL BE INSTALLED WITH NO MORE THAN TWO (2) 90 DEGREE BENDS AND NOT EXCEED 40' IF THESE CONDITIONS CAN NOT BE MET, A 4" X 4" X 4" MAINTENANCE HOLE WITH 20" LID MUST BE PLACED IN THE RUN.
- 6.1 NO ELBOWS OR 90 DEGREE TURNS ARE ALLOWED WHERE MAINTENANCE HOLE TO ALLOW FOR CABLE BEND RADIUS.
- 7.1 ELECTRICAL CONTRACTOR SHALL PROVIDE WALL CORERS AS REQUIRED AND GROUT AND SEAL PENETRATIONS IN MAINTENANCE HOLE.
- 8.1 THE ELECTRICAL CONTRACTOR SHALL OBTAIN OWNER'S PERMISSION PRIOR TO PROCEEDING WITH ANY WORK NECESSITATING CUTTING INTO OR THROUGH CONCRETE DRIVEWAYS OR SIDEWALKS.
- 9.1 CONTRACTOR SHALL PROVIDE AND INSTALL CAT5 OSP CABLE FROM EMERGENCY PHONE STANDSTATIONS PROTECTION BLOCK TO LEVEL 1 ENTRANCE FACILITY LOCATED IN ADMIN AND HONORS BUILDING.
- 10.1 ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONCRETE FOUNDATIONS AND PAD FOR EMERGENCY PHONE STANDSTATIONS.
- 11.1 CONTRACTOR SHALL PROVIDE AND INSTALL ALL EMERGENCY PHONE STANDSTATIONS SHOWN ON TELECOM PLAN.
- 12.1 ELECTRICAL CONTRACTOR SHALL PROVIDE 120VAC TO EMERGENCY PHONE STANDSTATIONS.
- 13.1 AFTER NEW 24-STRAND FIBER OPTIC CABLE IS SPliced INTO EXISTING CAMPUS BACKBONE FIBER OPTIC CABLE AT EXISTING MH #4 AND 4" NEW MH #4, PROVIDE DEMOLITION OF EXISTING CAMPUS BACKBONE CABLE RUNNING ACROSS PAVING AND UTILITIES IN ORDER TO PROVIDE FUTURE CAMPUS PROPOSED IMPROVEMENTS. DEMOLITION CAN NOT TAKE PLACE UNTIL ROUTE OF BACKBONE CABLE HAS BEEN COMPLETED.
- 14.1 SECURITY CONTRACTOR TO PROVIDE MULTI-CONDUCTOR CABLEING, CARD READER AND GATE PEDESTAL AT DESIGNATED GATE ENTRY AND EXIT.
- 15.1 SECURITY CONTRACTOR TO CONNECT MULTI-CONDUCTOR CABLEING FROM GATE CONTROLLER TO SECURITY GATE PEDESTAL.

GENERAL NOTES - CONT.

- 16.1 ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL BURIED CONDUIT TO UTILITY POLE, THEN EXTEND CONDUIT 9' ABOVE GRADE ADJACENT TO THE UTILITY POLE AND 2' ABOVE FINISHED FLOOR IN DP.

KEY NOTES:

1. NEMA 4 JUNCTION BOX WITH TORX OR HEX TAMPER RESISTANT SCREWS SO ACCESS TO CABLEING CANNOT BE EASILY ACCESSIBLE. 3/4" DIA DATA OUTLET COORDINATE WITH MECHANICAL CONTRACTOR ON EXACT MOUNTING LOCATION.
2. CARD READER SECURITY GATE PEDESTAL WITH PROTECTIVE BALLARDS.
3. 30-FOOT BLACK COIL/COPPER.
4. 30-FOOT BLACK COIL/COPPER.
5. 100'-FOOT BLACK COIL/COPPER.
6. MID-SHEATH SPURCE/FIBER.
7. MID-SHEATH SPURCE/COPPER.
8. FUTURE TIE-IN TO SIDE BUILDING.
9. ENTRANCE FACILITY.
10. GATE CONTROLLER (REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR PRODUCT AND INSTALLATION REQUIREMENTS).
11. IDP ROOM 918A.
12. TIME WARNER CABLE UTILITY POLE.

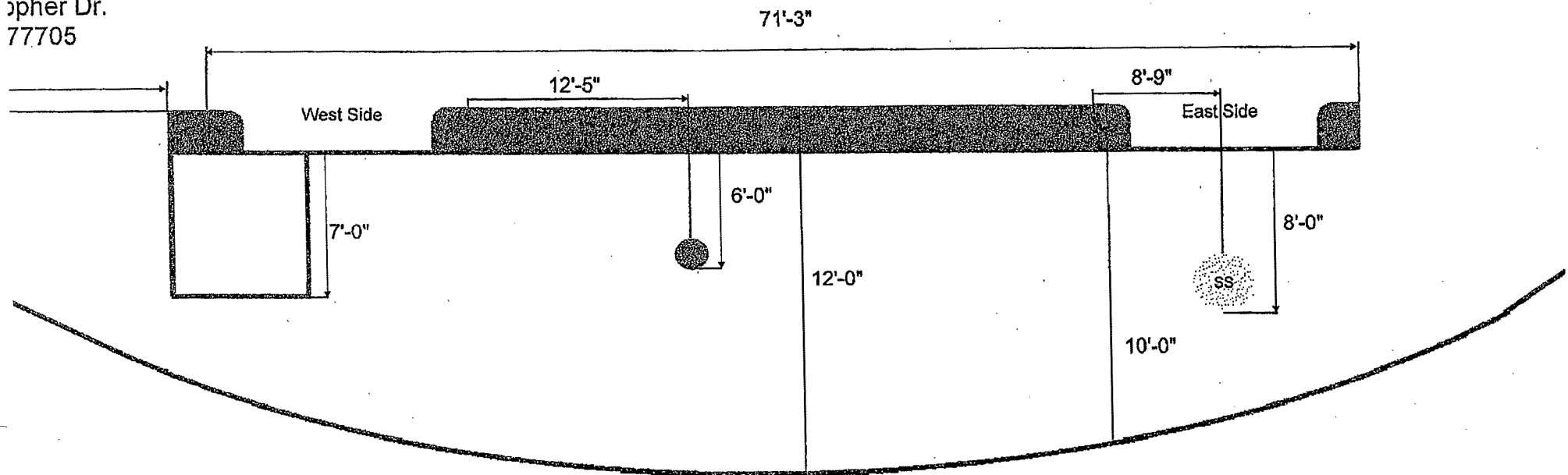


Lamar University New Administration and Honors Building

ject Site

1

opher Dr.
77705



BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager
CSB

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a contract with Triangle Aids Network for the Continuum of Care (CoC) Grant from the Department of Housing and Urban Development.

BACKGROUND

The City of Beaumont, as the lead agency, receives a renewal grant allocation of Continuum of Care Grant funds from the U.S. Department of Housing and Urban Development (HUD). Formerly known as the Shelter Plus Care (S+C) Program, the Program has been consolidated with other HUD competitive homelessness assistance grant programs, including the Supportive Housing Program (SHP) and the Section 8 Moderate Rehabilitation/Single Room Occupancy (SRO) Program, to create the new Continuum of Care (CoC) Program.

The funds assist homeless individuals with disabilities, as well as their families. These individuals primarily include those with serious mental illness, chronic problems with alcohol and/or drugs, and HIV/AIDS or related diseases. The City of Beaumont, in conjunction with Triangle Aids Network, will provide Tenant-Based Rental Assistance (TRA) to area homeless individuals that have been diagnosed with HIV/AIDS.

The grant amount for rental and utility assistance is \$127,968 and \$8,444.00 for the administrative costs associated with administering the program. The City of Beaumont will reimburse Triangle Aids Network (TAN) for all eligible costs to operate the program.

FUNDING SOURCE

Continuum of Care Grant.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a contract, substantially in the form attached hereto as Exhibit "A," with Triangle Aids Network to receive up to \$136,412 for the Continuum of Care (CoC) Grant through the U. S. Department of Housing and Urban Development.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -



**AGREEMENT
BETWEEN THE CITY OF BEAUMONT
AND
TRIANGLE AIDS NETWORK**

This Agreement is made and entered into between the City of Beaumont, Texas, hereinafter referred to as CITY, and Triangle Aids Network, hereinafter referred to as SUBRECIPIENT pursuant to the authority of Resolution 15-____, passed by the Beaumont City Council on August____, 2015. This assistance will be funded in whole by the U.S. Department of Housing and Urban Development, Shelter Plus Care Program.

WHEREAS, City has designated the Department of Community Development Block Grants Administration responsible for the administration of this Agreement and all matters pertaining thereto; and;

WHEREAS, the Shelter Plus Care Program (S+C) is authorized by Title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11403-11407b). S+C is designed to provide rental assistance, in connection with supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS) and related diseases) and their families;

WHEREAS, the U.S. Department of Housing and Urban Development has awarded CITY a grant in the amount of **\$136,412.00** under the **FY2014** Shelter Plus Care TRA Program, grant #TX0219L6E031407-TRA, to administer and provide tenant-based rental assistance (TRA) of (17) scattered site units for a period of one year, and;

WHEREAS, in the **FY14** grant CITY has engaged SUBRECIPIENT as the agency that would administer the rental assistance subsidies provided under the program;

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound to the mutual obligations and the performance and accomplishment of the conditions hereinafter described.

1. TERM

Subject to the provisions of this Grant Agreement, the CITY will make funding assistance available to SUBRECIPIENT upon execution of the Grant Agreement by both parties. The grant period will extend from the 1st day of February, **2015** through the 31st day of January, **2016** unless sooner terminated in accordance with Section 25, Termination.

2. RESPONSIBILITIES

SUBRECIPIENT hereby accepts the responsibility for the performance of all services and activities described as set forth in **Exhibit A**, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider SUBRECIPIENT's Executive Officer to be SUBRECIPIENT's representative responsible for the management of all contractual matter pertaining hereto, unless written notification to the contrary is received from SUBRECIPIENT, and approved by CITY.

Pursuant to receiving the equivalent amount of fund from the U.S. Department of Housing and Urban Development, The City has allocated the sum of **\$136,412.00** to be expended under this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded and the City shall under no circumstance be required to pay in excess of that amount.

The CITY'S CDBG Manager will be CITY'S representative responsible for the administration of this Agreement.

3. CITY'S OBLIGATION

- A. **Limit of Liability.** CITY will reimburse SUBRECIPIENT for expenses incurred pursuant and in accordance with the **project budget** attached hereto as **Exhibit C** and the **Statement of Work** herein attached as **Exhibit A** and incorporated herein by reference. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of **\$136,412.00**.
- B. **Measure of Liability.** In consideration of full and satisfactory services and activities hereunder by SUBRECIPIENT and receipt of a request for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Project Budget attached hereto and incorporated herein for all purposes as **Exhibit C**, subject to the limitations and provisions set forth in this Section and Section 7 of this Agreement. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in **OMB Circular A-110**, attached hereto as **Exhibit D** and incorporated herein by reference.
 - 1. The parties expressly understand and agree that the CITY'S obligations under this Section are contingent upon the actual receipt of adequate Shelter Plus Care (S+C) funds to meet CITY'S liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify SUBRECIPIENT in writing within a reasonable time after such fact has been

determined. **CITY** may, at its option, either reduce the amount of its liability, as specified in Subsection A of this Section or terminate the Agreement. If S+C funds eligible for use for purposes of this Agreement are reduced, **CITY** shall not be liable for further payments due to **SUBRECIPIENT** under this Agreement

2. It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Beaumont.
3. **CITY** shall not be liable for any cost or portion thereof which:
 - (a) has been paid, reimbursed or is subject to payment or reimbursement, from any other source;
 - (b) was incurred prior to the beginning date, or, without prior approval from **CITY**, after the ending date specified in Section 1;
 - (c) is not in strict accordance with the terms of this Agreement, including all exhibits attached hereto;
 - (d) reimbursement from **CITY** has not been requested within 90 calendar days following billing to **SUBRECIPIENT**, or termination of the Agreement, whichever date is earlier; or
 - (e) is not an allowable cost as defined by Section 10 of this Agreement or the project budget.
4. **CITY** shall not be liable for any cost or portion thereof which is incurred with respect to any activity of **SUBRECIPIENT** requiring prior written authorization from **CITY**, or after **CITY** has requested that **SUBRECIPIENT** furnish data concerning such action prior to proceeding further, unless and until **CITY** advises **SUBRECIPIENT** to proceed.
5. **CITY** shall not be obligated or liable under this Agreement to any party other than **SUBRECIPIENT** for payment of any monies or provision of any goods or services.

4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- A. **SUBRECIPIENT** understands that funds provided pursuant to this Agreement are funds

which have been made available to **CITY** by the Federal Government (U.S. Department of Housing and Urban Development) under the Title IV, Subtitle F, of the Stewart B. McKinney Homeless Assistance Act, as amended, in accordance with an approved Grant Application and specific assurances. The foregoing is in no way meant to constitute a complete compilation of all duties imposed upon **SUBRECIPIENT** by law or administrative ruling, or to narrow the standards which **SUBRECIPIENT** must follow.

SUBRECIPIENT further assures and certifies that if the regulations and issuances promulgated pursuant to the Act are amended or revised, it shall comply with them, or notify **CITY**, as provided in Section 23 of this Agreement.

SUBRECIPIENT agrees to abide by the conditions of and comply with the requirements of the Office of Management and Budget Circulars Nos. A-110, A-122, A-87 and A-133 as applicable.

- B. **SUBRECIPIENT** shall comply with all applicable federal laws, laws of the State of Texas, ordinances of the City of Beaumont and local program requirements.
- C. **SUBRECIPIENT** is required to comply with the applicable uniform administrative requirements as described in 24 CFR 582 and 24 CFR 582.400 subpart E **Exhibit B**, with the exceptions noted below:
 - 1. **SUBRECIPIENT** does not assume **CITY'S** environmental responsibilities described at CFR 582.230; and
 - 2. **SUBRECIPIENT** does not assume the **CITY'S** responsibility for initiating the review process under the provisions of 24 CFR Part 582.

5. REPRESENTATIONS

- A. **SUBRECIPIENT** assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of **SUBRECIPIENT**, does hereby warrant and guarantee that he, she, or they have been fully authorized by **SUBRECIPIENT** to execute this Agreement on behalf of **SUBRECIPIENT** and to validly and legally bind **SUBRECIPIENT** to all terms, performances and provisions herein set forth.
- C. **CITY** shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either **SUBRECIPIENT** or the person signing the Agreement to enter into this Agreement. **SUBRECIPIENT** is liable to **CITY** for any money it has received from **CITY** for performance of the provisions of this agreement if **CITY** has suspended or terminated this Agreement for the reasons enumerated in this Section.

- D. **SUBRECIPIENT** agrees that the funds and resources provided **SUBRECIPIENT** under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, **SUBRECIPIENT** had this Agreement not been executed.

6. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out all of the activities and services set out in the **Statement of Work**, attached hereto and incorporated herein for all purposes as **Exhibit A**, utilizing the funds described in the **Project Budget**, **Exhibit C**, attached hereto and incorporated herein for all purposes and deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by **CITY** and in accordance with all other terms, provisions and requirements of this Agreement.

No modifications or alterations may be made in the Statement of Work without the prior written approval of the City's Community Development Grants Administrator.

7. PAYMENTS TO SUBRECIPIENT

- A. **Payments to SUBRECIPIENT.** The **CITY** shall pay to the **SUBRECIPIENT** a maximum amount of money totaling **\$136,412.00** for services rendered under this Agreement. **CITY** will pay these funds on a reimbursement basis to the **SUBRECIPIENT** within thirty days after **CITY** has received approved supporting documentation of eligible expenditures. **SUBRECIPIENT'S** failure to request reimbursement on a timely basis may jeopardize present or future funding.

Funds are to be used for the sole purpose of providing services described in the **Statement of Work herein attached as Exhibit A** and based on the **Project Budget herein attached as Exhibit C**.

- B. **Excess Payment.** **SUBRECIPIENT** shall refund to **CITY** within ten working days of **CITY'S** request, any sum of money which has been paid by **CITY** and which **CITY** at any time thereafter determines:

1. has resulted in overpayment to **SUBRECIPIENT**; or
2. has not been spent strictly in accordance with the terms of this Agreement; or
3. is not supported by adequate documentation to fully justify the expenditure.

- C. **Disallowed Costs:** Upon termination of this Agreement, should any expense or change for

which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by **CITY**, the U. S. Department of Housing and Urban Development, or any other Federal agency, **SUBRECIPIENT** will refund such amount to **CITY** within ten working days of a written notice to **SUBRECIPIENT**, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through **CITY**.

- D. **Reversion of Assets.** Upon expiration of this Agreement, **SUBRECIPIENT** shall transfer to the **CITY** any S+C funds on hand at the time of expiration and any accounts receivable attributable to the use of S+C funds. If **CITY** finds that **SUBRECIPIENT** is unwilling and/or unable to comply with any of the terms of this Contract, **CITY** may require a refund of any and all money expended pursuant to this Contract by **SUBRECIPIENT**, as well as any remaining unexpended funds which shall be refunded to **CITY** within ten working days of written notice to **SUBRECIPIENT** to revert these financial assets. The revision of these financial assets shall be in addition to any other remedy available to **CITY** either at law or in equity for breach of this Contract.

8. WARRANTIES

SUBRECIPIENT represents and warrants that:

- A. All information, reports and data heretofore or hereafter requested by **CITY** and furnished to **CITY**, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to **CITY**.
- B. Any supporting financial statements heretofore requested by **CITY** and furnished to **CITY**, are complete, accurate and fairly reflect the financial condition of **SUBRECIPIENT** on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of **SUBRECIPIENT**.
- C. No litigation or legal proceedings are presently pending or threatened against **SUBRECIPIENT**.
- D. None of the provisions herein contravene or are in conflict with the authority under which **SUBRECIPIENT** is doing business or with the provisions of any existing indenture or agreement of **SUBRECIPIENT**.
- E. **SUBRECIPIENT** has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of **SUBRECIPIENT** are subject to any lien or encumbrance of any

character, except for current taxes not delinquent, except as shown in the financial statements furnished by **SUBRECIPIENT** to **CITY**.

- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

9. COVENANTS

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, **SUBRECIPIENT** shall not, without the prior written consent of the Community Development Administrator or his authorized representative:

1. Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of **SUBRECIPIENT** now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to any assets of **SUBRECIPIENT** which are allocated to the performance of this Agreement and with respect to which **CITY** has ownership hereunder.
2. Sell, assign, pledge, transfer or otherwise dispose of accounts receivables, notes or claims for money due or to become due.
3. Sell, convey, or lease all or substantial part of its assets.
4. Make any advance or loan to, or incur any liability for any other firm, person, entity or corporation as guarantor, surety, or accommodation endorser.
5. Sell, donate, loan or transfer any equipment or item of personal property purchased with funds paid to **SUBRECIPIENT** by **CITY**, unless **CITY** authorizes such transfer.

- B. **SUBRECIPIENT** agrees, upon written request by **CITY**, to require its employees to attend training sessions sponsored by the Community Development Division.

10. ALLOWABLE COSTS

- A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of **Exhibits A and C**.
- B. Approval of **SUBRECIPIENT'S** project budget, **Exhibit C**, does not constitute prior written approval, even though certain items may appear herein. **CITY'S** prior written authorization is required in order for the following to be considered allowable costs:

1. **CITY** shall not be obligated to any third parties, including any subrecipients of **SUBRECIPIENT**, and **CITY** funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
2. Out of town travel.
3. Any alterations or relocation of the facilities on and in which the activities specified in **Exhibit A** are conducted.
4. Any alterations, deletions or additions to the Personnel Schedule incorporated in **Exhibit C**.
5. Costs or fees for temporary employees or services.
6. Any fees or payments for consultant services.
7. Fees for attending out of town meetings, seminars or conferences.

Written requests for prior approval are **SUBRECIPIENT'S** responsibility and shall be made within sufficient time to permit a thorough review by **CITY**. **SUBRECIPIENT** must obtain written approval by **CITY** prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.

- C. Equipment purchased by **SUBRECIPIENT** will be affixed with an asset tag by a Community Development representative and will remain in inventory for a period of five (5) years. During inventory period the equipment, belonging to the Department of Housing and Urban Development is to be used to carry out the proposed activities described in the Statement of Work, Attachment A, and as such may not be sold, donated, or destroyed. After the inventory period, ownership of the equipment will revert to the **SUBRECIPIENT** with all rights thereof.

11. PROGRAM INCOME

- A. For purposes of this Agreement, program income means earnings of **SUBRECIPIENT** realized from activities resulting from this Agreement or from **SUBRECIPIENT'S** management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage of rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of **SUBRECIPIENT** provided as a result of this Agreement, and

payments from clients or third parties for services rendered by **SUBRECIPIENT** under this Agreement.

- B. **SUBRECIPIENT** shall maintain records of the receipt and disposition of program income in the same manner as required for other contract funds, and reported to **CITY** in the format prescribed by **CITY**. **CITY** and **SUBRECIPIENT** agree, that any fees collected for services performed by **SUBRECIPIENT** shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement and the regulations found at CFR 24, Section 570.504.
- C. **SUBRECIPIENT** shall include this Section in its entirety in all of its sub-contracts which involve other income producing services or activities.
- D. It is **SUBRECIPIENT'S** responsibility to obtain from **CITY** a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes program income. **SUBRECIPIENT** is responsible to **CITY** for the repayment of any and all amounts determined by **CITY** to be program income, unless otherwise approved in writing by **CITY**.

12. MAINTENANCE OF RECORDS

- A. **SUBRECIPIENT** agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received under this Agreement, in compliance with the provisions of **Exhibit B**, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management including OMB circulars A-87, A-110, A-122 and A-133 as applicable; Title 24 CFR Section 582 as it pertains to costs incurred, audits, program income, administration and other activities and functions. **SUBRECIPIENT'S** record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve **SUBRECIPIENT** of fiscal accountability and liability under any other provision of this Agreement or any applicable law. **SUBRECIPIENT** shall include the substance of this provision in all subcontracts.
- B. **SUBRECIPIENT** agrees to retain all books, records, documents, reports and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years after all funds have been expended.
- C. Nothing in the above subsections shall be construed to relieve **SUBRECIPIENT** of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.

- D. At any reasonable time and as often as **CITY** may deem necessary the **SUBRECIPIENT** shall make available to **CITY**, the U. S. Department of Housing and Urban Development, or any of their authorized representatives, all of its records and shall permit **CITY**, the U. S. Department of Housing and Urban Development, or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and all other data requested by said representatives.

13. REPORTS AND INFORMATION

At such times and in such form as **CITY** may require **SUBRECIPIENT** shall furnish such statements, records, data and information as **CITY** may request and deem pertinent to matters covered by this Agreement.

SUBRECIPIENT shall submit beneficiary and financial reports to the **CITY**, as requested, at least once and not to exceed quarterly during the program year. The beneficiary report shall detail client information, including race, income, female head of household and other statistics required by the **CITY**. The financial report shall include information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 1 of this Agreement. Beneficiary and financial reports shall be due to **CITY** within 15 working days after request by **CITY**.

Unless the **CITY** has granted a written exemption, **SUBRECIPIENT** shall submit a copy of any audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the **SUBRECIPIENT** receives more than \$500,000 in federal funding, the audit must be conducted in accordance with OMB Circular A-133 as applicable.

14. MONITORING AND EVALUATION

- A. **CITY** shall perform on-site monitoring of **SUBRECIPIENT'S** performance under this Agreement.
- B. **SUBRECIPIENT** agrees that the **CITY** may carry out monitoring and evaluation activities to ensure adherence by **SUBRECIPIENT** to the **Statement of Work attached hereto as Exhibit A**, as well as other provisions of this Agreement.
- C. **SUBRECIPIENT** agrees to cooperate fully with the **CITY** in the development, implementation and maintenance of record-keeping systems and to provide data determined by the **CITY** to be necessary for the **CITY** to effectively fulfill its monitoring and evaluation responsibilities.
- D. **SUBRECIPIENT** agrees to cooperate in such a way so as not to obstruct or delay the

CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by **CITY** staff.

- E. After each official monitoring visit, the **CITY** shall provide the **SUBRECIPIENT** with a written report of monitoring findings documenting findings and concerns that will require a written response to the **CITY**. An acceptable response must be received by the **CITY** within sixty (60) days from the **SUBRECIPIENT'S** receipt of the monitoring report or audit review letter. Future contract payments can be withheld for the **SUBRECIPIENT'S** failure to submit a response within sixty (60) days.
- F. The **SUBRECIPIENT** shall submit copies of any fiscal, management, or audit reports by any of the **SUBRECIPIENT'S** funding or regulatory bodies to the **CITY** within five working days of receipt by the **SUBRECIPIENT**.

15. DIRECTOR'S MEETINGS

During the terms of this Agreement, at the request of the **CITY**, **SUBRECIPIENT** shall cause to be delivered to the **CITY** copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notices, if so requested, shall be delivered to the **CITY** in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. **SUBRECIPIENT** understands and agrees that **CITY** representatives shall be afforded access to all of the Board of Directors meetings.

Minutes of all meetings of the **SUBRECIPIENT'S** governing body shall be available, and upon request, be provided to the **CITY** within ten days after Board approval.

16. INSURANCE

- A. **SUBRECIPIENT** shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
- B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these activities, shall be covered by liability insurance, commonly referred to as Owner/Tenant coverage with the **CITY** named as **additional insured**. Upon request of the **SUBRECIPIENT**, the **CITY** may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. **SUBRECIPIENT** will comply with applicable workers compensation statutes and will obtain employers liability coverage where available and other appropriate liability coverage for program participants, if applicable.

- D. **SUBRECIPIENT** will maintain adequate and continuous liability insurance on all vehicles owned, leased or operated by **SUBRECIPIENT**. All employees of **SUBRECIPIENT** who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in **SUBRECIPIENT'S** files.
- E. Actual losses not covered by insurance as required by this Section are not allowable under this Agreement, and remain the sole responsibility of the **SUBRECIPIENT**.
- F. The policy or policies of insurance shall contain a clause which requires that the **CITY** and the **SUBRECIPIENT** be notified in writing of any cancellation or change in policy at least thirty (30) days prior to such change or cancellation.

17. CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. **SUBRECIPIENT** shall comply with all applicable equal opportunity and affirmative action laws or regulations. The **SUBRECIPIENT** shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age or disability. The **SUBRECIPIENT** will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- C. **SUBRECIPIENT** will furnish all information and reports requested by the **CITY**, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state and Federal rules and regulations.
- D. In the event of **SUBRECIPIENT'S** non-compliance with the non-discrimination requirements, the **CITY** may cancel or terminate this Agreement in whole or in part, and **SUBRECIPIENT** may be barred from further contracts with the **CITY**.

18. PERSONNEL POLICIES

Personnel policies shall be established by the **SUBRECIPIENT** and shall be available for examination. Such personnel policies shall:

- A. Be in writing and shall be approved by the governing body of the **SUBRECIPIENT** and the **CITY**.

19. CONFLICT OF INTEREST

- A. **SUBRECIPIENT** covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **SUBRECIPIENT** further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. **SUBRECIPIENT** further covenants that no member of its governing body or its staff, sub-recipients or employees shall possess any interest in, or use his position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself or others particularly those with which he has family, business, or other ties.
- C. No officer, member, or employee of the **CITY** and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporations, partnership, or association in which he or she has a direct or indirect interest.

20. NEPOTISM

SUBRECIPIENT shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by **SUBRECIPIENT**, or is a member of **SUBRECIPIENT'S** governing board. The term member of immediate family includes wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, step parent, step-child, half-brother and half-sister.

21. POLITICAL OR SECTARIAN ACTIVITY

- A. Neither the funds advanced pursuant to this Agreement, nor any personnel which may be employed by the **SUBRECIPIENT** with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.
- B. The **SUBRECIPIENT** agrees that none of the funds or services provided directly or

indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat pending legislation. Employees of the **SUBRECIPIENT** connected with any activity that is funded in whole or in part by funds provided to **SUBRECIPIENT** under this Agreement may not under the term of this Agreement:

1. Use their official position or influence to affect the outcome of an election or nomination.
2. Solicit contributions for political purposes; or
3. Take an active part in political management or in political campaigns.

SUBRECIPIENT hereby agrees to sign a **Certification Regarding Lobbying** included herein as **Exhibit E** and if necessary, the Disclosure of Lobbying Activities provided by the **CITY**.

22. PUBLICITY

- A. Where such action is appropriate, **SUBRECIPIENT** shall publicize the activities conducted by **SUBRECIPIENT** under this Agreement. In any news release, sign, brochure, or other advertising medium, disseminating information prepared or distributed by or for **SUBRECIPIENT**, the advertising medium shall state that the U. S. Department of Housing and Urban Development's Community Development Block Grant Program funding through the City of Beaumont has made the project possible.
- B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

All published material submitted under this project shall include the following reference on the front cover or title page:

This document is prepared in accordance with the City of Beaumont's Community Development Block Grant Program, with funding received from the United States Department of Housing and Urban Development.

- C. All reports, documents, studies, charts, schedules or other appended documentation to

any proposal, content of basic proposal, or contracts and any responses, inquires, correspondence and related material submitted by **SUBRECIPIENT**.

23. CHANGES AND AMENDMENTS

- A. Any alterations, additions or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. **SUBRECIPIENT** may not make transfers between or among approved line items within **project budget categories** set forth in **Exhibit C** without prior written approval of **CITY**. **SUBRECIPIENT** shall request, in writing, the budget revision in a form prescribed by **CITY**, and such request for revision shall not increase the total monetary obligation of **CITY** under this Agreement. In addition, budget revisions cannot significantly change the nature, intent or scope of the program funded under this Agreement.
- C. **SUBRECIPIENT** will submit revised budget and program information, whenever the level of funding for **SUBRECIPIENT** or the program(s) described herein is altered according to the total levels contained in any portion of **Exhibit C**.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.
- E. **CITY** may, from time to time during the term of the Agreement, request changes in **Exhibit A**, which may include an increase or decrease in the amount of **SUBRECIPIENT'S** compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. Any alterations, deletion, or additions to the **Contact Budget Detail** incorporated in **Exhibit C** shall require the prior written approval of **CITY**.
- G. **SUBRECIPIENT** agrees to notify **CITY** of any proposed change in physical location for work performed under this Agreement at least thirty (30) calendar days in advance of the change.
- H. **SUBRECIPIENT** shall notify **CITY** of any changes in personnel or governing board composition.

24. SUSPENSION OF FUNDING

Upon determination by **CITY** of **SUBRECIPIENT'S** failure to timely and properly perform each of the requirements, time conditions and duties provided herein, the **CITY**, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to **SUBRECIPIENT**, withhold further payments to **SUBRECIPIENT**. Such notice may be given by mail to the Executive Officer and the Board of Directors of **SUBRECIPIENT**. The notice shall set forth the default or failure alleged, and the action required for cure.

The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. At the end of the suspension period, if **CITY** determines the default or deficiency has been satisfied, **SUBRECIPIENT** may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, **CITY** determines that **SUBRECIPIENT** has not come into compliance, the provisions of Section 25 may be effectuated.

25. TERMINATION

A. **CITY** may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph.

1. **SUBRECIPIENT'S** failure to attain compliance during any prescribed period of suspension as provided in Section 24.
2. **SUBRECIPIENT'S** failure to materially comply with any of the terms of this Agreement.
3. **SUBRECIPIENT'S** violation of covenants, agreements or guarantees of this Agreement.
4. Termination or reduction of funding by the United States Department of Housing and Urban Development.
5. Finding by the **CITY** that **SUBRECIPIENT**
 - a. Is in such unsatisfactory financial condition as to endanger performance under this Agreement.
 - b. has allocated inventory to this Agreement substantially exceeding

reasonable requirements;

- c. is delinquent in payment of taxes, or of costs of performance of this Agreement in the ordinary course of business.
 6. Appointment of a trustee, receiver or liquidator for all or substantial part of **SUBRECIPIENT'S** property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against **SUBRECIPIENT**.
 7. **SUBRECIPIENT'S** inability to conform to changes required by Federal, State and local laws or regulations as provided in Section 4, and Section 23 (D), of this Agreement.
 8. The commission of an act of bankruptcy.
 9. **SUBRECIPIENT'S** violation of any law or regulation to which **SUBRECIPIENT** is bound or shall be bound under the terms of the Agreement.
- A. **CITY** shall promptly notify **SUBRECIPIENT** in writing of the decision to terminate and the effective date of termination. Simultaneous notice of pending termination may be made to other funding sources specified in **Exhibit C**.
 - B. **CITY** may terminate this Agreement for convenience at any time. If **CITY** terminates the Agreement for convenience, **SUBRECIPIENT** will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of **SUBRECIPIENT** covered by the Agreement, less payments previously made.
 - C. **SUBRECIPIENT** may terminate this Agreement in whole or in part by written notice to **CITY**, if a termination of outside funding occurs upon which **SUBRECIPIENT** depends for performance hereunder. **SUBRECIPIENT** may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of **CITY**, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between **SUBRECIPIENT** and the funding source in question.
- SUBRECIPIENT** may terminate this Agreement upon the dissolution of **SUBRECIPIENT'S** organization not occasioned by a breach of this Agreement.
- D. Upon receipt of notice to terminate, **SUBRECIPIENT** shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. **CITY** shall not be liable to **SUBRECIPIENT** or

SUBRECIPIENT'S creditors for any expenses, encumbrances or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.

- E. Notwithstanding any exercise by **CITY** of its right of suspension or termination, **SUBRECIPIENT** shall not be relieved of liability to **CITY** for damages sustained by **CITY** by virtue of any breach of the Agreement by **SUBRECIPIENT**, and **CITY** may withhold any reimbursement to **SUBRECIPIENT** until such time as the exact amount of damages due to **CITY** from **SUBRECIPIENT** is agreed upon or otherwise determined.

26. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit or other action is made or brought by any person(s), firm, corporation or other entity against **SUBRECIPIENT**, **SUBRECIPIENT** shall give written notice thereof to **CITY** within two working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit or other action, the names and addresses of the person(s), firm, corporation or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action or proceeding, and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

27. INDEMNIFICATION

- A. It is expressly understood and agreed by both parties hereto that the **CITY** is contracting with the **SUBRECIPIENT** as an independent **SUBRECIPIENT** and that as such, **SUBRECIPIENT** shall save and hold **CITY**, its officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent or representative of **SUBRECIPIENT**.
- B. **SUBRECIPIENT** agrees to provide the defense for, and to indemnify and hold harmless **CITY**, its agents, employees, or **SUBRECIPIENTs** from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of **CITY**, its agents, employees, or **SUBRECIPIENTS**.

28. NON-RELIGIOUS ACTIVITIES

The **SUBRECIPIENT** will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing the services hereunder.

29. MISCELLANEOUS

- A. **SUBRECIPIENT** shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company or other financial institution without the prior written approval of **CITY**.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. In no event shall any payment to **SUBRECIPIENT** hereunder, or any other act or failure of **CITY** to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by **CITY** of any breach of covenant or default which may then or subsequently be committed by **SUBRECIPIENT**. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to **CITY** to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of **CITY** may waive the effect of this provision.
- D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.
- E. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, **CITY** as the party ultimately responsible to the U. S. Department of Housing and Urban Development for matters of compliance, will have the final authority to render or to secure an interpretation.
- F. For the purpose of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage paid to the parties and addresses set forth below:

TO CITY:

Mr. Kyle Hayes
City Manager
City of Beaumont
P. O. Box 3827
Beaumont, TX 77704

TO SUBRECIPIENT:

Ms. Kathleen Feldschau
Interim Executive Director
Triangle Aids Network
P. O. Box 12279
Beaumont, TX 77726

- G. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Jefferson County Texas.

IN WITNESS OF WHICH this Agreement has been executed on this the _____ day of _____, 2015.

CITY OF BEAUMONT:

ATTEST:

BY: _____

Kyle Hayes, City Manager

BY: _____

Tina Broussard, City Clerk

Triangle Aids Network (TAN):

ATTEST:

BY: _____

BY: _____

Date

BEAUMONT

— T E X A S —

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS AUGUST 11, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-5/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution receiving the proposed FY 2016 Budget and scheduling a public hearing
2. Consider a resolution receiving the proposed 2016 Capital Program and scheduling a public hearing
3. Consider an ordinance amending the FY 2015 Budget
4. Consider a resolution approving the award of a six month contract to LD Construction, Inc., as primary and APAC-Texas, Inc., as secondary vendor, to supply asphaltic concrete for use in City road repair and construction
5. Consider a resolution authorizing the City Manager to execute Amendment No. 2 to the Interlocal Agreement with Jefferson County Drainage District No. 6 for the Lucas SRL Relief Project

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

United States of America vs. City of Beaumont, Texas; Civil Action
No. 1:15CV201

- * Consider matters related to appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Section 551.074 of the Government Code to wit:

Personnel Matters, specifically Tyrone Cooper

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.


August 11, 2015

Consider a resolution receiving the proposed FY 2016 Budget and scheduling a public hearing



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution receiving the proposed FY 2016 Budget and scheduling a public hearing.

BACKGROUND

Article VI, Section 2 of the City Charter requires that the proposed budget be submitted to the Council at least 45 days prior to the beginning of the new fiscal year. In addition, Section 4 requires Council to schedule a public hearing on the proposed budget.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

The Administration recommends that a public hearing be held on August 25, 2015, at 1:30 p.m. in Council Chambers, located at 801 Main Street. The City Clerk will publish the notice of the public hearing.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the proposed FY 2016 Budget has been received and a public hearing is hereby scheduled for August 25, 2014 at 1:30 PM in the City Council Chambers, City Hall, 801 Main Street, Beaumont, Texas; and,

BE IT FURTHER RESOLVED THAT the City Clerk is to publish notice of said hearing pursuant to the Charter of the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

August 11, 2015


Consider a resolution receiving the proposed 2016 Capital Program and scheduling a public hearing

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution receiving the proposed 2016 Capital Program and scheduling a public hearing.

BACKGROUND

The proposed 2016 Capital Program was originally submitted to Council on May 15, 2015. Article VI, Section 20 of the City Charter requires Council to schedule a public hearing on the proposed Capital Program.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

The Administration recommends that a public hearing be held on August 25, 2015, at 1:30 p.m. in Council Chambers, located at 801 Main Street. The City Clerk will publish the notice of the public hearing.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the proposed FY 2016 Capital Program has been received and a public hearing is hereby scheduled for August 25, 2014 at 1:30 PM in the City Council Chambers, City Hall, 801 Main Street, Beaumont, Texas; and,

BE IT FURTHER RESOLVED THAT the City Clerk is to publish notice of said public hearing pursuant to the Charter of the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

August 11, 2015


Consider an ordinance amending the FY 2015 Budget

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider an ordinance amending the FY 2015 Budget.

BACKGROUND

In accordance with Article VI of the City Charter, the City Manager shall strictly enforce the provisions of the budget as specified in the ordinance adopting the budget. He shall not authorize or approve any expenditure unless an appropriation has been made in the budget ordinance adopting the budget, and there is an available unencumbered balance of the appropriation sufficient to pay the liability to be incurred. Approving the proposed amendments will ensure that expenditures are within the approved budget.

The details of the amendments are as follows:

Three transfers are proposed from the General Fund. Transfers include \$1,170,000 to the Employee Benefits Fund, \$250,000 to the Henry Homberg Golf Course Fund and \$600,000 to the Municipal Transit Fund. Transfers are required to shore up respective fund balances for the next fiscal year. Please note that the beginning fund balance for FY 2015 was \$1.7 million more than was originally projected in the FY 2015 Budget. In addition, including this proposed transfer of \$2,020,000 to various funds, FY 2015's financial position is expected to be better than budget by \$1.5 million. A more detailed explanation is listed below with the proposed amendment in each respective fund.

General Fund	Original Budget	Proposed Amendment	Amended Budget
Total Expenditures	\$ 115,835,300	\$ 2,020,000	\$ 117,855,300

The City's health plans are self-insured which means the City and employee contributions pay the medical claims incurred on the plan up to \$175,000 when a stop loss insurance policy begins covering the claims. For pharmacy, the City pays the claims from City funds and employee contributions. These costs are accounted for in the Employee Benefits Fund. The budget for this fund is set based on claim trends and the projected cost of healthcare in the next fiscal year. The Employee Benefits Fund has experienced approximately \$1,600,000 more in medical claims, prescription drug costs, and fees related to the Affordable Care Act than was expected in the FY 2015 Budget due to several large medical claims, increased utilization of the prescription drug plan, and rising costs related to specialty drugs. As a result, additional funds are needed in order to pay for the current year expenditures and to stabilize the fund for the next fiscal year. A transfer of \$1,170,000 from the General Fund to the Employee Benefits Fund is being proposed.

Employee Benefits Fund	Original Budget	Proposed Amendment	Amended Budget
Total Expenditures	\$ 20,854,700	\$ 1,600,000	\$ 22,454,700
Total Revenues	\$ 20,231,300	\$ 1,170,000	\$ 21,401,300

The Henry Homberg Golf Course Fund is expected to fall short of budgeted revenues by over \$130,000 in FY 2015 due to an extremely wet winter and spring season. The budget for FY 2016 continues to have expenditures in excess of revenues, thus a transfer from the General Fund is proposed in FY 2015 to increase the fund balance in preparation of the next fiscal year.

Henry Homberg Golf Course Fund	Original Budget	Proposed Amendment	Amended Budget
Total Revenues	\$ 613,400	\$ 250,000	\$ 863,400

The Municipal Transit Fund continues to experience operational costs in excess of operational and intergovernmental revenues. A transfer from the General Fund is proposed in FY 2015 to increase the fund balance in preparation of the next fiscal year.

Municipal Transit Fund	Original Budget	Proposed Amendment	Amended Budget
Total Revenues	\$ 7,413,600	\$ 600,000	\$ 8,013,600

In July 2015, the City issued 2015 General Obligation Refunding Bonds. The refunding was not appropriated in the FY 2015 Budget because the timeline and amount were not know at the time the budget was prepared. As seen in the table below, revenues are less than expenditures in the original budget for FY 2015 as well as the amended budget, but there is sufficient fund balance to pay the difference.

Debt Service Fund	Original Budget	Proposed Amendment	Amended Budget
Total Expenditures	\$ 16,757,700	\$ 47,300,000	\$ 64,057,700
Total Revenues	\$ 16,287,400	\$ 47,264,200	\$ 63,551,600

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING THE FISCAL BUDGET OF THE CITY OF BEAUMONT FOR THE FISCAL YEAR 2015 TO APPROPRIATE ADDITIONAL EXPENDITURES IN THE GENERAL FUND; TO APPROPRIATE ADDITIONAL EXPENDITURES AND REVENUES IN THE EMPLOYEE BENEFITS FUND AND DEBT SERVICE FUND; AND TO APPROPRIATE ADDITIONAL REVENUE TO THE HENRY HOMBERG GOLF COURSE FUND AND MUNICIPAL TRANSIT FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL.

WHEREAS, the City Charter of the City of Beaumont requires the City Manager to strictly enforce the provisions of the budget and not authorize or approve any expenditure unless an appropriation has been made in the budget ordinance adopting the budget and there is an available unencumbered balance of the appropriation sufficient to pay the liability to be incurred; and,

WHEREAS, it is necessary to amend the FY 2015 budget to ensure that appropriations are sufficient to ensure that expenditures are authorized within the approved budget;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY OF BEAUMONT:

Section 1.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures in the General Fund as shown below:

General Fund	Original Budget	Proposed Appropriation	Amended Budget
Total Expenditures	\$ 115,835,300	\$ 2,020,000	\$ 117,855,300

Section 2.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures and revenues in the Employee Benefits Fund as shown below:

Employee Benefits Fund	Original Budget	Proposed Appropriation	Amended Budget
Total Expenditures	\$ 20,854,700	\$ 1,600,000	\$ 22,454,700
Total Revenue	\$ 20,231,300	\$ 1,170,000	\$ 21,401,300

Section 3.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional revenue in the Henry Homberg Golf Course Fund as shown below:

Henry Homberg Golf Course Fund	Original Budget	Proposed Appropriation	Amended Budget
Total Revenue	\$ 613,400	\$ 250,000	\$ 863,400

Section 4.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional revenue in the Municipal Transit Fund as shown below:

Municipal Transit Fund	Original Budget	Proposed Appropriation	Amended Budget
Total Revenue	\$ 7,413,600	\$ 600,000	\$ 8,013,600

Section 5.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures and revenues in the Debt Service Fund as shown below:

Debt Service Fund	Original Budget	Proposed Appropriation	Amended Budget
Total Expenditures	\$ 16,757,700	\$ 47,300,000	\$ 64,057,700
Total Revenue	\$ 16,287,400	\$ 47,264,200	\$ 63,551,600

Section 6.

That if any section, subsection, sentence, clause or phrase of this ordinance or the application of same to a particular set of persons or circumstances should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance and, to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 7.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

August 11, 2015


Consider a resolution approving the award of a six month contract to LD Construction, Inc., as primary and APAC-Texas, Inc., as secondary vendor, to supply asphaltic concrete for use in City road repair and construction

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution approving the award of a six (6) month contract to LD Construction, Inc., as primary and APAC-Texas, Inc., as secondary vendor, to supply asphaltic concrete for use in City road repair and construction.

BACKGROUND

Bids were requested from three (3) local vendors to provide a six (6) month contract for asphaltic concrete to be used by the Streets and Drainage Division. Cold laid asphaltic concrete is used for repairing potholes and small sections of a street, while hot laid asphaltic concrete is used for repairs and repaving of larger street sections. It is estimated that approximately 61,500 tons of hot laid asphaltic concrete and 1,000 tons of cold laid asphaltic concrete will be used during the term of the contract.

Specifications requested unit pricing for both plant pickup by City personnel and job site delivery by the vendor. Bid responses were received from two (2) vendors. LD Construction, Inc., of Beaumont submitted the low bid. Both bidders meet all product requirements specified and have previously held the contract satisfactorily.

Primary and secondary vendors are recommended because paving work cannot be suspended should a vendor not be available to provide the materials. Further, without a secondary vendor and contracted rates, the City will be subject to market rates for materials.

Total value of this contract is estimated to be approximately \$3,765,500, based on the pricing of the lowest bidder.

FUNDING SOURCE

General Fund, Water Fund and Capital Program.

RECOMMENDATION

Approval of resolution.



CITY OF BEAUMONT ~ PURCHASING DIVISION

R. J. Hollar – Buyer II
409-880-3758
rhollar@ci.beaumont.tx.us

BID TABULATION: Six(6) Month Contract for Road Materials – Asphaltic Concrete

BID No. BF0615-33

OPENING DATE: Thursday, July 30, 2015

Vendor City / State		APAC-TEXAS BEAUMONT		LD Construction Beaumont	
ITEM	Qty (Tons)	Unit Price	Total	Unit Price	Total
SEC 1A – TYPE B HOT MIX					
Plant Pickup	3000	\$57.50	\$172,500.00	\$54.00	\$162,000.00
Delivered	7000	\$63.15	\$442,050.00	\$59.50	\$416,500.00
SEC 1B – TYPE D HOT MIX					
Plant Pickup	3500	\$57.50	\$201,250.00	\$54.00	\$189,000.00
Delivered	30000	\$63.15	\$1,894,500.00	\$59.50	\$1,785,000.00
SEC 1C – TYPE F HOT MIX					
Plant Pickup	2000	\$57.50	\$115,000.00	\$59.00	\$118,000.00
Delivered	16000	\$63.15	\$1,010,400.00	\$64.50	\$1,032,000.00
SEC 2 – HOT MIX COLD LAID					
Plant Pickup	1000	\$78.00	\$78,000.00	\$63.00	\$63,000.00
TOTAL PLANT PICKUP			\$566,750.00		\$532,000.00
TOTAL DELIVERED			\$3,346,950.00		\$3,233,500.00
TOTAL BID			\$3,913,700.00		\$3,765,500.00

NO RESPONSE: MARTIN ASPHALT

RESOLUTION NO.

WHEREAS, bids were received for a six (6) month contract for the purchase of asphaltic concrete to be used by the Public Works Department, Streets and Drainage Division for City road repair and construction; and,

WHEREAS, LD Construction, Inc., of Beaumont, Texas, and APAC-Texas, Inc., of Beaumont, Texas, submitted bids as described and in the estimated amounts as shown in Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bids submitted by LD Construction, Inc., of Beaumont, Texas, and APAC-Texas, Inc., of Beaumont, Texas, should be accepted as primary and secondary contracts, respectively;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bids submitted by LD Construction, Inc., of Beaumont, Texas, and APAC-Texas, Inc., of Beaumont, Texas, for a six (6) month contract for the purchase of asphaltic concrete for the Public Works Department, Streets and Drainage Division for City road repair and construction as described and in the estimated amounts as shown in Exhibit "A," attached hereto, be accepted by the City of Beaumont as primary and secondary contracts, respectively; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute contracts with LD Construction, Inc., of Beaumont, Texas, and APAC-Texas, Inc., of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of
August, 2015.

- Mayor Becky Ames -



CITY OF BEAUMONT ~ PURCHASING DIVISION

R. J. Hollar - Buyer II
409-880-3758
rhollar@ci.beaumont.tx.us

BID TABULATION: Six(6) Month Contract for Road Materials - Asphaltic Concrete
BID No. BF0615-33
OPENING DATE: Thursday, July 30, 2015

Vendor City / State		APAC-TEXAS BEAUMONT		LD Construction Beaumont	
ITEM	Qty (Tons)	Unit Price	Total	Unit Price	Total
SEC 1A TYPE B HOT MIX					
Plant Pickup	3000	\$57.50	\$172,500.00	\$54.00	\$162,000.00
Delivered	7000	\$63.15	\$442,050.00	\$59.50	\$416,500.00
SEC 1B TYPE D HOT MIX					
Plant Pickup	3500	\$57.50	\$201,250.00	\$54.00	\$189,000.00
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SEC 1C TYPE F HOT MIX					
Plant Pickup	2000	\$57.50	\$115,000.00	\$59.00	\$118,000.00
Delivered	16000	\$63.15	\$1,010,400.00	\$64.50	\$1,032,000.00
SEC 2 HOT MIX COLD LAID					
Plant Pickup	1000	\$78.00	\$78,000.00	\$63.00	\$63,000.00
TOTAL PLANT PICKUP			\$566,750.00		\$532,000.00
TOTAL DELIVERED			\$3,346,950.00		\$3,233,500.00
TOTAL BID			\$3,913,700.00		\$3,765,500.00

NO RESPONSE: MARTIN ASPHALT

August 11, 2015

Consider a resolution authorizing the City Manager to execute Amendment No. 2 to the Interlocal Agreement with Jefferson County Drainage District No. 6 for the Lucas SRL Relief Project

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: August 11, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute Amendment No. 2 to the Interlocal Agreement with Jefferson County Drainage District No. 6 for the Lucas SRL Relief Project.

BACKGROUND

On October 29, 2013, by Resolution No. 13-252, City Council approved the execution of Amendment No. 1 to the Interlocal Agreement with Jefferson County Drainage District No. 6 (DD No. 6) for the Lucas SRL Relief Project.

Drainage District No. 6 has completed the work on the Lucas SRL Relief Project in the north end of the City. The district installed box culverts on Abilene Avenue, Lucas Street, Lufkin Avenue, El Paso Avenue, Galveston Avenue, Wilson Street, Dallas Avenue, Fillmore Street, Hayes Street, and Buffalo Avenue. The Water Utilities Department installed new water and sanitary sewer lines to accommodate the installation of the boxes. Public Works resurfaced the afore-mentioned streets where the boxes were installed and added Harding Avenue, Charles Street, Idylwood Avenue, Laredo Avenue, and Wilshire Avenue due to damage from DD No. 6 equipment and truck traffic entering and exiting the area.

Amendment No. 2 adjusts the estimated construction quantities as described in the original agreement and Amendment No. 1 to reflect the actual quantities installed during the course of construction. The City will invoice DD No. 6 \$2,088,690.07. DD No. 6 will reimburse the City 90% of the invoice.

FUNDING SOURCE

The City is responsible for the ten percent (10%) local share match which is \$208,869.01. Funds are available in the General Fund, Water Utilities Fund, and Street Rehabilitation Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the execution of Amendment No. 2 to the Jefferson County Drainage District No. 6 (DD #6) Interlocal Agreement, substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes, for the Lucas SRL Relief Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of August, 2015.

- Mayor Becky Ames -

AMENDED INTERLOCAL AGREEMENT NO. 2

As of July 28, 2015

**THE CITY OF BEAUMONT
AND
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
(LUCAS SRL RELIEF GRANT PROJECT)**

**STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §**

This agreement is made by and between the **City of Beaumont**, a home rule City of the State of Texas (hereinafter called "City") and **Jefferson County Drainage District No. 6**, a special district of the State of Texas (hereinafter called "**District**") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the City and the District are working together to make improvements to the City's drainage infrastructure in the north end of Beaumont, Jefferson County, Texas, in the area of Abilene Street southerly to Buffalo Street, to include the installation of culverts, as well as new sewer lines and water lines;

WHEREAS, the District is installing culverts, under Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes and Buffalo Streets;

WHEREAS, the City owns and maintains the afore-mentioned streets, and the City and the District are desirous of reciting in writing, certain duties and obligations between the parties hereto with regards to this culvert installation project;

THEREFORE, the City and the District agree as follows:

WITNESSETH

1. The District agrees to reimburse the City for ninety percent (90%) of their costs, not to exceed \$247,500.00, related to water and sewer line adjustments that will be performed to allow for the culvert installations;

2. The District agrees to reimburse the City for ninety percent (90%) of the costs not to exceed \$427,500.00, for any street repairs related to storm sewer improvements made by the District on Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes, and Buffalo Streets;
3. The District will provide manpower and equipment to excavate for the water and sewer line adjustments and installations. Upon completion of the utility adjustments or installations, the District will backfill the excavation under the City's direction;
4. The City will purchase and supply pipe and appurtenances for the utility adjustments and installations. The City will supply manpower to make tie-ins and help lay pipe;
5. The District will backfill the culverts, beside and above the culverts, as per Attachment "A." The District will purchase and haul the necessary backfill;
6. The City will provide materials, manpower, and equipment to pave the road(s); and
7. On a monthly basis or greater, at its convenience, the City will invoice the District for one hundred percent (100%) of the costs of the repairs to date, up to \$475,000.00 for street repairs and \$275,000.00 for utility adjustments. The invoice will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use costs, labor costs, and contractor invoices. The District will then reimburse the City for ninety percent (90%) of the total costs invoiced. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.
8. This Interlocal is amended to add number 8. (Amendment No. 1).
In addition to the street repairs referred to in items 1 thru 7, sections of each of these streets, Harding Avenue, Dallas Avenue, Charles Street, Idylwood Avenue, Lufkin Avenue, Laredo Avenue, Galveston Avenue, El Paso Avenue, Wilson Street, Buffalo Avenue, Wilshire Avenue and Abilene Avenue have been damaged due to District equipment and District truck traffic entering and exiting the project area. The District

agrees to reimburse the City for an additional ninety percent (90%) of their costs, not to exceed \$670,500 for these street repairs. The City will invoice the District for one hundred percent (100%) of the costs of the repairs for the additional street work, up to \$745,000. The combined total billing for all street repairs, including the original not to exceed amount of \$475,000, cannot exceed \$1,220,000 (100%) and reimbursement will not exceed \$1,098,000 (90%). The invoice will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use cost, labor cost, and contractor invoices. If a contractor is used, documentation must be provided to prove the contractor was hired using a fair method to solicit the bid(s) and the lowest bidder or bidder to the best interest of the District was hired. All contractors must be checked for disbarment and proof of the verification must be provided. The District will then reimburse the City for ninety percent (90%) of the total cost invoiced. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.

9. This Interlocal is amended to add number 9. (Amendment No. 2).

The estimated value of the scope of work listed in items 1 thru 8 is now final. The City will invoice the District a total of \$1,890,389.73 for street repairs. The District agrees to reimburse the City for ninety percent (90%) of their costs for these street repairs, which calculates to be \$1,701,350.76 or the amount as adjusted by TWDB. In addition, the City will invoice the District \$198,300.34 for utility adjustments. The District agrees to reimburse the City for ninety percent (90%) of their costs for these utility adjustments, which calculates to be \$178,470.31 or the amount as adjusted by TWDB. The invoice will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use cost, labor cost, and contractor invoices. If a contractor is used, documentation must be provided to prove the contractor was hired using a fair method to solicit the bid(s) and the lowest bidder or bidder to the best

interest of the District was hired. All contractors must be checked for disbarment and proof of the verification must be provided. The District will then reimburse the City for ninety percent (90%) of the total cost invoiced once funding has been provided to the District from TWDB/FEMA. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. The reimbursement to the City is contingent upon funding received by the District from TWDB. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.

EXECUTED this _____ day of _____, 2015.

ATTEST:

CITY OF BEAUMONT

By: _____
City Clerk

By: _____
City Manager

ATTEST:

**JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6**

By: _____
Charles "Chuck" Guillory, Secretary

By: _____
Joshua W. Allen, Sr., President

pa/DD6-Winword/Interlocal/Lucas/No.2

INTERLOCAL AGREEMENT
THE CITY OF BEAUMONT
AND
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
(LUCAS SRL RELIEF PROJECT)

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

This agreement is made by and between the City of Beaumont, a home rule City of the State of Texas (hereinafter called "City") and Jefferson County Drainage District No. 6, a special district of the State of Texas (hereinafter called "District") under authority of the Interlocal Cooperation Act, Chapter 79I of the Texas Government Code.

WHEREAS, the City and the District are working together to make improvements to the City's drainage infrastructure in the north end of Beaumont, Jefferson County, Texas, in the area of Abilene Street southerly to Buffalo Street, to include the installation of culverts, as well as new sewer lines and water lines;

WHEREAS, the District is installing culverts, under Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes and Buffalo Streets;

WHEREAS, the City owns and maintains the afore-mentioned streets, and the City and the District are desirous of reciting in writing, certain duties and obligations between the parties hereto with regards to this culvert installation project;

THEREFORE, the City and the District agree as follows:

WITNESSETH

1. The District agrees to reimburse the City for ninety percent (90%) of their costs, not to exceed \$247,500.00, related to water and sewer line adjustments that will be performed to allow for the culvert installations;

2. The District agrees to reimburse the City for ninety percent (90%) of the costs not to exceed \$427,500.00, for any street repairs related to storm sewer improvements made by the District on Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes, and Buffalo Streets;
3. The District will provide manpower and equipment to excavate for the water and sewer line adjustments and installations. Upon completion of the utility adjustments or installations, the District will backfill the excavation under the City's direction;
4. The City will purchase and supply pipe and appurtenances for the utility adjustments and installations. The City will supply manpower to make tie-ins and help lay pipe;
5. The District will backfill the culverts, beside and above the culverts, as per Attachment "A." The District will purchase and haul the necessary backfill;
6. The City will provide materials, manpower, and equipment to pave the road(s); and
7. On a monthly basis or greater, at its convenience, the City will invoice the District for one hundred percent (100%) of the costs of the repairs to date, up to \$475,000.00 for street repairs and \$275,000.00 for utility adjustments. The invoice will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use costs, labor costs, and contractor invoices. The District will then reimburse the City for ninety percent (90%) of

the total costs invoiced. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.

EXECUTED this _____ day of _____, 2012.

ATTEST:

CITY OF BEAUMONT

By: _____
City Clerk

By: _____
City Manager

ATTEST:

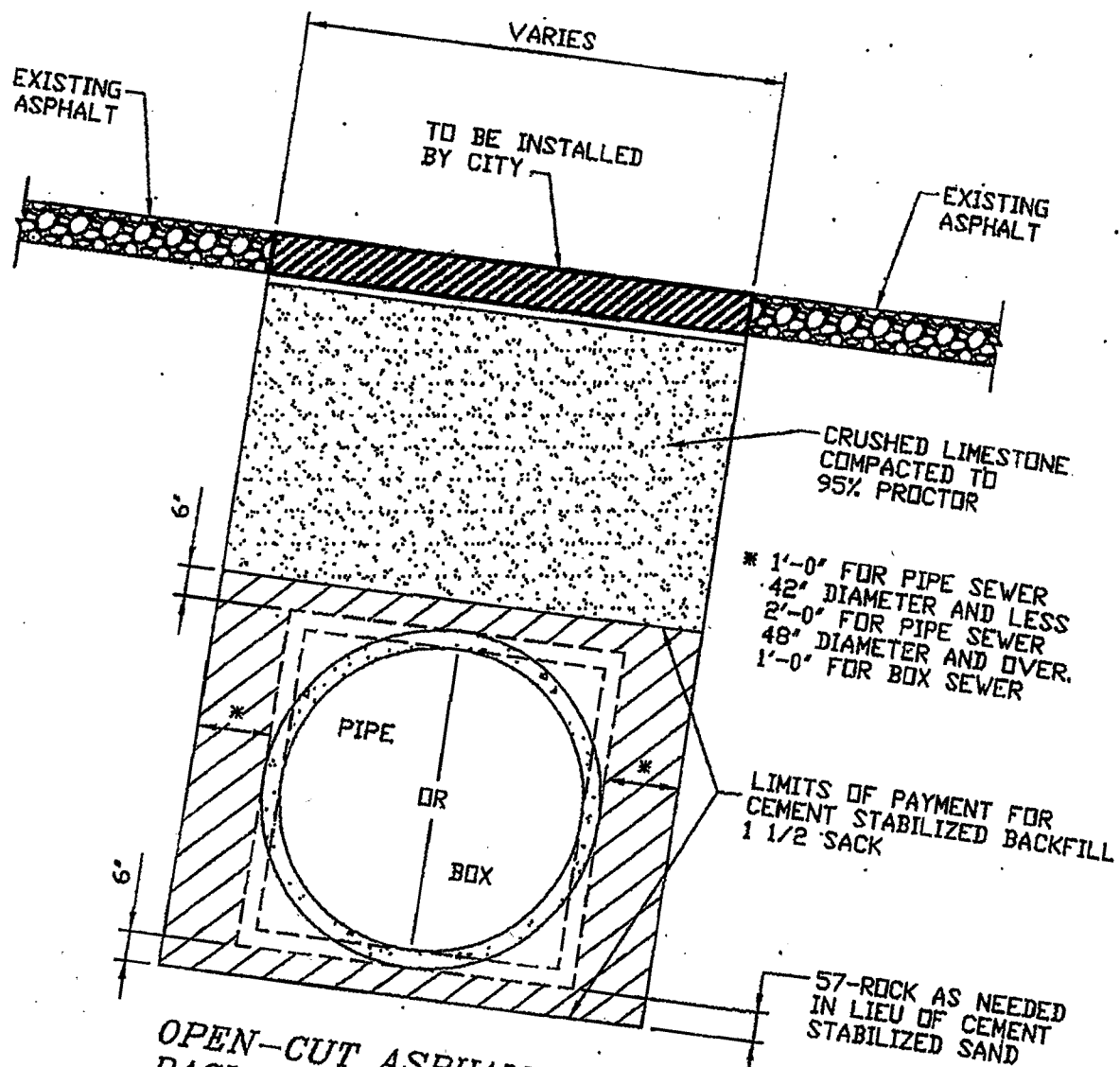
JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6

By: _____
William F. Miranda, Secretary

By: _____
Sam O. Smith, President

DC/pa/DD6

ATTACHMENT "A"



**OPEN-CUT ASPHALT
BACKFILL REQUIREMENTS**
N.T.S.

AMENDED INTERLOCAL AGREEMENT NO. 1

As of October 22, 2013

**THE CITY OF BEAUMONT
AND
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

(LUCAS SRL RELIEF GRANT PROJECT)

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This agreement is made by and between the City of Beaumont, a home rule City of the State of Texas (hereinafter called "City") and Jefferson County Drainage District No. 6, a special district of the State of Texas (hereinafter called "District") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the City and the District are working together to make improvements to the City's drainage infrastructure in the north end of Beaumont, Jefferson County, Texas, in the area of Abilene Street southerly to Buffalo Street, to include the installation of culverts, as well as new sewer lines and water lines;

WHEREAS, the District is installing culverts, under Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes and Buffalo Streets;

WHEREAS, the City owns and maintains the afore-mentioned streets, and the City and the District are desirous of reciting in writing, certain duties and obligations between the parties hereto with regards to this culvert installation project;

THEREFORE, the City and the District agree as follows:

WITNESSETH

1. The District agrees to reimburse the City for ninety percent (90%) of their costs, not to exceed \$247,500.00, related to water and sewer line adjustments that will be performed to allow for the culvert installations;
2. The District agrees to reimburse the City for ninety percent (90%) of the costs not to exceed \$427,500.00, for any street repairs related to storm sewer improvements made by the District on Abilene, Lucas, Lufkin, El Paso, Galveston, Wilson, Dallas, Fillmore, Hayes, and Buffalo Streets;
3. The District will provide manpower and equipment to excavate for the water and sewer line adjustments and installations. Upon completion of the utility adjustments or installations, the District will backfill the excavation under the City's direction;
4. The City will purchase and supply pipe and appurtenances for the utility adjustments and installations. The City will supply manpower to make tie-ins and help lay pipe;
5. The District will backfill the culverts, beside and above the culverts, as per Attachment "A." The District will purchase and haul the necessary backfill;
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the total costs invoiced. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.

8. **This Interlocal is amended to add item number 8.**

In addition to the street repairs referred to in items 1 thru 7, sections of each of these streets, Harding Avenue, Dallas Avenue, Charles Street, Idylwood Avenue, Lufkin Avenue, Laredo Avenue, Galveston Avenue, El Paso Avenue, Wilson Street, Buffalo Avenue, Wilshire Avenue and Abilene Avenue have been damaged due to District equipment and District truck traffic entering and exiting the project area. The District agrees to reimburse the City for an additional ninety percent (90%) of their costs, not to exceed \$670,500 for these street repairs. The City will invoice the District for one hundred percent (100%) of the costs of the repairs for the additional street work, up to \$745,000. The combined total billing for all street repairs, including the original not to exceed amount of \$475,000, cannot exceed \$1,220,000 (100%) and reimbursement will not exceed \$1,098,000 (90%). The invoice will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use cost, labor cost, and contractor invoices. If a contractor is used, documentation must be provided to prove the contractor was hired using a fair method to solicit the bid(s) and the lowest bidder or bidder to the best interest of the District was hired. All contractors must be checked for disbarment and proof of the verification must be provided. The District will then reimburse the City for ninety percent (90%) of the total cost invoiced. The City will be responsible for the ten percent (10%) local share match. The ten percent (10%) can be in-kind, or by purchase of material. All documentation for expenses must be in a format accepted by the

Texas Water Development Board (TWDB) as the administrator of this grant for FEMA. Any amount reimbursed to the City by the District and later disallowed by TWDB/FEMA, or as a result audit will be the sole responsibility of the City.

EXECUTED this _____ day of _____, 2013.

ATTEST:

CITY OF BEAUMONT

By: _____
City Clerk

By: _____
City Manager

ATTEST:

JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6

By: _____
Charles "Chuck" Guillory, Secretary

By: _____
Joshua W. Allen, Sr., President

DC/pa/DD6
BH/sl/DD6 Amended Interlocal Agreement No. 1